



IT IS ORDERED as set forth below:

Date: October 29, 2021

A handwritten signature in black ink, reading "James R. Sacca".

**James R. Sacca
U.S. Bankruptcy Court Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	BANKRUPTCY CASE
)	
MARVIN D ANGELO TAYLOR,)	NO. 18-56412-JRS
TERIA LEONNE TAYLOR,)	
)	
Debtors.)	

FREEDOM MORTGAGE CORPORATION,)	CONTESTED MATTER PROCEEDING
)	
Movant.)	
)	CHAPTER 13
vs.)	
)	
MARVIN D ANGELO TAYLOR,)	JUDGE: JAMES R. SACCA
TERIA LEONNE TAYLOR,)	
NANCY J. WHALEY, TRUSTEE,)	
)	
Respondents.)	

CONSENT ORDER ON MOTION FOR RELIEF FROM STAY

The above styled Motion having been set down for a hearing before the Court on

August 17, 2021 upon Notice of Reassignment of Hearing to each of the above-captioned parties in interest, and it appearing to the Court that the parties consent hereto;

IT IS HEREBY ORDERED that the Motion for Relief from Stay with respect to 1066 Mason Lee Ave, Loganville, Georgia 30052 is denied, as the parties herein agree that the interest of Movant is adequately protected by payment and performance as more particularly set forth hereinafter.

FURTHER ORDERED that the post-petition arrearage through May 11, 2021, totals \$17,300.54, including eight (8) payments of \$1,514.20 each (July 1, 2020 – February 1, 2021); three (3) payments of \$1,496.02 each (March 1, 2021 – May 1, 2021); a reasonable attorney fee of \$850.00; a filing fee of \$188.00; proof of claim and plan review attorney fees of \$900.00; less a post petition suspense balance of \$1,239.12.

This arrearage shall be paid as follows:

Beginning June 1, 2021, Debtors shall resume timely remittance of the regular monthly mortgage payments. Beginning June 15, 2021 and continuing on the 15th day of each subsequent month Debtors shall pay an additional payment of \$184.67 each for eleven (11) months and \$184.65 for one (1) month, or until such arrearage is cured Payments should be sent to Freedom Mortgage Corporation, Bankruptcy Department 10500 Kincaid Drive, Suite 300, Fishers, IN 46037, or to such address as may be designated.

FURTHER ORDER that Movant is authorized to amend its Proof of Claim, file a Proof of Claim if applicable, or file a supplemental claim to have the arrears of \$15,084.52 paid by the Chapter 13 Trustee in the normal disbursements. Debtors have filed a modified plan for this amount.

FURTHER ORDERED that should Debtors default in payment of any sum specified herein, or in any regular monthly mortgage payments which come due according to Movant's Note and Security Deed for a period of twelve (12) months from the date of entry of this Order, then upon notice of default sent by first class mail to Debtors and Debtors' attorney, and failure of Debtors to cure such default within ten (10)

days from the date of receipt of such notice, Movant may file a motion and affidavit of default with the Court, with service upon Debtors and Debtors' attorney, and the Court may enter an Order modifying the automatic stay, without further notice or hearing.

FURTHER ORDERED that upon completion of any foreclosure sale, any funds in excess of the amount due to Movant under its Note and Security Deed, and to any subordinate lienholder(s) properly entitled to receive proceeds under applicable State Law, shall be paid to the Trustee for the benefit of the Estate.

FURTHER ORDERED that in the event the Debtors default in performance of this Order and the Court enters an Order modifying the automatic stay, the Trustee shall cease funding the balance of Movant's pre-petition arrearage claim and supplemental claim, if any.

FURTHER ORDERED that Movant, at its option, is permitted to contact the Debtors via telephone or written correspondence regarding potential loss mitigation options pursuant to applicable non-bankruptcy law, including loan modifications, deeds in lieu of foreclosure, short sales and/or any other potential loan workouts or loss mitigation agreements. The entry of this Order does not absolve the Debtors of the duty to file any necessary pleadings, amendments, or plan modifications that may be required with regard to such a loan modification.

END OF DOCUMENT

(Signatures on the next page)

CONSENTED TO BY:

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NO OPPOSITION:

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